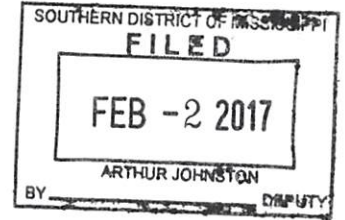


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION



STEPHANIE L. COLEMAN

PLAINTIFF

VS.

CIVIL ACTION NO.: 3:17-cv-73 HTW-LRA

CITY OF JACKSON, MISSISSIPPI;
MAYOR TONY YARBER INDIVIDUALLY
AND IN HIS OFFICIAL CAPACITY;
JOHN DOES 1-3

DEFENDANTS

COMPLAINT

Jury Trial Demanded

This action is brought to redress the deprivation of rights, privileges, and immunities secured by Article 3, Section 14 of the Mississippi Constitution, the 14th Amendment of the United States Constitution, the 1st Amendment of the United States Constitution, as well as pursuant to Title 42, United States Code, Section 1983 (“42 U.S.C. § 1983”).

This is also an action to recover actual and punitive damages for sexual discrimination, a sexually-hostile work environment, *quid pro quo* sexual harassment and retaliation pursuant to Title VII of the Civil Rights Act of 1964, and for violations of other rights and privileges enjoyed by the Plaintiff. Plaintiff seeks redress for these violations and deprivations by the Defendants, as well as redress for other violations of applicable law for Defendants’ unlawful employment practices.

COMES NOW the Plaintiff, Stephanie L. Coleman, by and through counsel, and files this action against Defendants, City of Jackson, Mississippi, Mayor Tony Yarber and John Does 1-3. As more specifically set forth below, Plaintiff has been subjected to sex discrimination, sexual

harassment, and a sexually-hostile work place, all in violation of the Title VII of the Civil Rights Act of 1964, as amended, and has been unlawfully retaliated against for refusing to participate in certain illegal activities and for refusing to make false public statements about such activities. In the terms and conditions of her employment with Defendant, City of Jackson, Mississippi, she has been subjected to violations of the 14th Amendment guarantee of Equal Protection by Defendant Mayor Tony Yarber and by Defendants.

In support of this cause, the Plaintiff would show unto the Court the following:

PARTIES

1. The Plaintiff, Stephanie L. Coleman, is an adult female resident of Hinds County, Mississippi, residing at 2112 Glennhaven Court, Byram, MS 39272.
2. Defendant, City of Jackson, Mississippi, is a municipality in the State of Mississippi and may be served through the City Clerk, Kristi Moore, 219 South President Street, Jackson, MS 39205.
3. Defendant, Mayor Tony Yarber, may be served with process by serving the Office of the Mayor, 219 South President Street, Jackson, MS 39205.
4. In addition to the Defendants identified above, there are Defendants whose identities are presently unknown to Plaintiff. These unknown Defendants are identified as “John Doe” Defendants 1-3 pursuant to Federal Rules of Civil Procedure. Every allegation in the Complaint is an allegation and a filing as of this date against each “John Doe” Defendant. These Defendants are persons whose identities are unknown at this time; however, they are believed to be employees of Defendant, City of Jackson, Mississippi.

JURISDICTION AND VENUE

5. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and civil rights jurisdiction under 28 U.S.C. § 1343, for a cause of action arising under Title VII of the Civil Rights Act of 1964, as amended. This action is authorized by 42 U.S.C.A §§1981; 1983; 2000e-2, and 29 U.S.C. § 1161, et seq. This Court has supplemental jurisdiction over any state law claims.

6. This Court has personal and subject matter jurisdiction over Defendants, and venue is proper in this Court. A true and correct copy of Plaintiff's Charge of Discrimination filed with the Federal Equal Employment Opportunity Commission is attached hereto as Exhibit "A," and a true and correct copy of the EEOC's Dismissal and Notice of Rights is attached hereto as Exhibit "B."

STATEMENT OF THE FACTS

7. The City of Jackson, Mississippi operates under the Mayor-Council form of government. Pursuant to the Municipal Code of Ordinances, Sec. 2-163 states that all officers appointed by the mayor shall be subject to the control of the mayor, subject to applicable provisions of the civil service law.

8. Plaintiff, Stephanie L. Coleman, was appointed by Mayor Tony Yarber to serve as the City of Jackson, Mississippi's Equal Opportunity Business ("EBO") Manager in January 2015.

9. Plaintiff's immediate supervisor was Jason Goree, Director of Economic Development, and Plaintiff's Department head was Eric Jefferson, Director of the Department of Planning. Upon information and belief, Goree answered directly to Mayor Tony Yarber and Yarber was aware of and condoned Goree's discriminatory practices against Plaintiff.

10. Shortly after Stephanie Coleman began working as the City's EBO Manager, Jason Goree called her into his office and began sexually harassing her. He told her how "stressed" he

was with all the drama that was going on with the City and asked her how she relieved stress and what tips could she give him. Plaintiff responded that she uses gardening and landscaping as her preferred method of stress relief.

11. Goree then demanded that Coleman perform sexual favors for him as a condition of her continued employment.

12. A couple of months later, Plaintiff started receiving text messages from other men on the Mayor's staff. These persons asked Plaintiff to send them nude "selfies" and said things that indicated they wanted to pursue a sexual relationship with Plaintiff.

13. Plaintiff heard other city employees describe the sexually-charged environment that exists in various departments of the Yarber administration. Numerous persons were alleging *quid pro quo* sexual harassment. Employees who refused to engage in sex, or stopped engaging in sex, were terminated.

14. Plaintiff became aware of allegations of a Pay-to-Play scheme operating out of City Hall. Plaintiff asserts that she was unwittingly caught up in it.

15. One of Plaintiff's roles as Equal Business Opportunity Manager was to serve as a member of the Evaluation Committees for \$15 million Bio-Solids Disposal Contract, the EPA Consent Decree Project Management Contract, and the 1% Local Option Sales Tax Project Management Contract.

16. Another of Ms. Coleman's roles as Equal Business Opportunity Manager was to assist local minority and disadvantaged business obtain Minority Business Enterprise ("MBE") or Disadvantaged Business Enterprise ("DBE") certifications, which would entitle them to participate in City contracts.

17. On or about May 1, 2015, Ms. Coleman received a telephone from a person who stated that her name was Mitzi Bickers and that she was a friend of Mayor Yarber. She further stated Mayor Yarber instructed her to call and set up a meeting with Plaintiff to discuss government contracting opportunities.

18. Ms. Bickers requested that they meet the following day after 5:00 pm at Parlor Market on Capitol Street in Jackson. Ms. Coleman accommodated her request.

19. When they met, Ms. Bickers told Plaintiff that she was a major campaign donor and a close friend of Mayor Yarber. She stated that the Mayor wanted to express his gratitude for her service by allowing her to participate in a few upcoming major contracts.

20. Ms. Bickers inquired of the necessary steps to become a certified MBE/DBE in the City of Jackson and what would be required to put together competitive proposals to the City regarding these upcoming major projects.

21. Ms. Coleman explained to Ms. Bickers the purpose and scope of the City's EBO Plan and the need to have qualified, experienced local businesses in her proposals.

22. Ms. Bickers stated that Mayor Yarber had decided that she would get the EPA Consent Decree Management Contract with a partner of her choosing. Ms. Coleman's help was needed to make sure the paperwork looked good enough to justify awarding the contract to the Bickers team.

23. A few weeks after this meeting, Ms. Coleman received a group of applications from newly-formed out-of-state and local businesses that were affiliated with Mitzi Bickers seeking MBE/DBE certifications; none of the businesses had the requisite experience to handle any of the City's major projects.

24. During this time, Mitzi Bickers was a resident of Georgia, and some of her affiliated companies were domiciled in Georgia. These Georgia companies and her newly-formed affiliated Mississippi companies (“Bickers companies”) listed “virtual office” addresses in Mississippi. The Bickers companies did not have physical offices or employees in Jackson, Mississippi.

25. Following her meeting with Bickers, Plaintiff began hearing rumors about which affiliates of Mayor Yarber would get City contracts and projects, including Bickers.

26. While serving as EBO Manager, Plaintiff sat on the Evaluation Committees for several proposals where she witnessed contract steering by members of the Yarber Administration.

27. When serving on the \$15 million Bio-solids Disposal Evaluation Committee, the scoring criteria was changed and scoring sheets were altered to justify awarding the contract to the Denali-Garrett Team, which included the Mayor’s campaign finance chairman, although the competing proposal from Synagro-Fisher was more than \$1,000,000 less and received a superior rating from the Evaluation Committee.

28. Public Works Director Kishia Powell, Consent Decree Attorney Terrell Williamson, and CDM Smith (RFP Consultant) made disparaging statements about the Synagro-Fisher Team in order to discredit the strength of their proposal.

29. When stories began circulating that the Bio-Solids scoring sheets had been altered to favor Denali-Garrett, Mayor Yarber confronted Plaintiff and instructed her to publicly state that she changed the scoring sheets “because she had nothing to lose” by doing so, but Public Works Director Kishia Powell could lose her license as a professional engineer if it was determined that she altered the scoring sheets.

30. Ms. Coleman denied that she had any role in altering the scoring sheets and told the Mayor that would not take the blame for this action. Mayor Yarber left her office in a very agitated state.

31. Later, when serving on the EPA Consent Decree Program Management Evaluation Committee, again Kishia Powell, Terrell Williamson, and a CDM-Smith representative attempted to steer this contract to the Mayor's preferred bidder which included Mitzi Bickers as a minority participant.

32. Ms. Coleman voiced her objections to Goree, Jefferson, Powell and Williamson about the Bickers Group, because the company was not a locally-operating business and lacked the qualifications to serve on a contract of this nature. At this time she also advised certain members of the Jackson City Council about her concerns.

33. Due to Plaintiff's vocal and adamant objection to the Bickers Group receiving a large percentage of the contract (41% EBO Participation) when Bickers failed to meet the City's EBO criteria, the City decided to issue another RFP. Bickers was thereafter excluded from any proposals received for this contract, although other minority vendors with whom she is affiliated were included in her place.

34. In June 2015, the City of Jackson issued an RFP for the Program Manager for the 1% Local Option Sales Tax Project Management project (Municipal Special Sales Tax Funded Infrastructure Improvement Program).

35. Plaintiff served on the Evaluation Committee for this project as well. Again, the Mayor's preferred bidder, Integrated Management Systems, Inc. d/b/a IMS Engineers, was selected over Ms. Coleman's objections.

36. Plaintiff was aware of numerous conflicts of interest due to the relationships between Mayor Yarber and his various campaign contributors who were being awarded these major City contracts, and eventually there was much media attention to these allegations of cronyism and favoritism in the awarding of major city contracts.

37. After Plaintiff voiced her disapproval of the inclusion of Mayor Yarber's political cronies in these contracts, Mayor Yarber confronted Plaintiff in her office. He advised her that "everyone is sick and tired of you always raising questions and creating issues."

38. Mayor Yarber accused Plaintiff of leaking information about illegal contract steering to the media and others. Yarber stated that "it was one thing for you to raise your concerns and objection during the evaluation meetings, but public discussion is something that will not be tolerated." He told Ms. Coleman that she "needed to keep your mouth shut."

39. Plaintiff told Mayor Yarber that she was very concerned about the contract steering she witnessed by the evaluation committees. She stated it was clear that the Evaluation Committees knew who was going to be selected before the RFP responses were even reviewed.

40. When Plaintiff told Mayor Yarber that she would not participate in these illegal acts, he stated that she "needed to do what she was hired to do," and that if she could not be a team player, he "would find someone who could."

41. A few days later Stephanie Coleman received a visit from Jason Goree. Mr. Goree informed her that "the folks at the top" were "really upset with her" and that it was likely she would be terminated unless someone intervened on her behalf.

42. Goree stated that he could be Ms. Coleman's advocate, but he would be reluctant to expend that much political capital unless there was some kind of incentive she could give him.

Plaintiff understood this to be another demand for sexual favors. Ms. Coleman flatly rejected Goree's proposal.

43. A few days later, Plaintiff was summoned to Eric Jefferson's office. Upon arrival he stated that "the man at the top gave me instructions to fire you immediately."

44. When Ms. Coleman asked for a reason for her termination, Mr. Jefferson said that he was not given a reason. He said he was instructed to retrieve her mobile phone and to secure her computer immediately.

45. Defendant Yarber created a hostile work environment for female employees. His administration allowed, encouraged, or condoned *quid pro quo* sexual harassment and sexual discrimination.

46. Plaintiff refused to commit illegal acts, and she reported these acts to members of the City Council.

47. Plaintiff expressed her frustration with the flawed and illegal procurement process utilized in selecting vendors, contractors, and project managers for major City contracts and projects by talking to various persons she believed had the right to know what was occurring, but Plaintiff never revealed any confidential or proprietary information that had been provided to the evaluation committees.

48. During her tenure as EBO Manager with the City of Jackson, Mississippi, Plaintiff always performed her job duties satisfactorily and had an excellent work record. Plaintiff never had any disciplinary action, written reprimands or other discipline measures during her tenure at the City.

49. Although Plaintiff was an employee-at-will in the mayor's office, Mayor Yarber violated Plaintiff's constitutionally protected rights when he decided to terminate her. He violated

her substantive due process rights, her equal protection rights, and her 1st Amendment rights to free speech.

CAUSES OF ACTION

**COUNT I - VIOLATION OF TITLE VII - SEXUAL HARASSMENT
AND THE 14TH AMENDMENT THROUGH § 1983 – EQUAL PROTECTION**

50. Plaintiff incorporates the above paragraphs as though specifically set forth herein and further alleges as follows:

51. The actions of Tony Yarber, condoning and encouraging sexual harassment in his official capacity as Mayor of the Defendant, the City of Jackson, constitute unlawful sexual harassment.

52. The acts of the Defendants constitute a willful and intentional violation of Title VII of the Civil Rights Act of 1964, as amended, and the 14th Amendment through. § 1983, and entitle Plaintiff to the recovery of damages

**COUNT II – VIOLATIONS OF TITLE VII AND THE
14TH AMENDMENT THROUGH § 1983 – RETALIATION**

53. Plaintiff incorporates the above paragraphs as though specifically set forth herein and further alleges as follows:

54. Defendants violated Title VII of the Civil Rights Act of 1964 and Defendants have violated the 14th Amendment through 42 U.S.C. §1983 by retaliating against Plaintiff for refusing the sexual advances of the Director of Economic Development of the City of Jackson, Mississippi, Jason Goree, for refusing to participate in illegal contract-steering and for refusing to make false statements related to these activities.

55. As a result of Defendants' retaliation, Plaintiff suffered damages, including but not limited to compensatory damages, loss of reputation, humiliation, embarrassment, emotional pain and suffering, inconvenience, and mental anguish.

**COUNT III – VIOLATION OF THE
1st AMENDMENT OF THE U.S. CONSTITUTION**

56. Plaintiff incorporates the above paragraphs as though specifically set forth herein and further alleges as follows:

57. Defendants unlawfully terminated Plaintiff for exercising her right to free speech protected under the 1st Amendment of the United States Constitution.

58. Plaintiff has been harmed as a result of Defendants' actions, and the Defendants are liable to Plaintiff for the same.

59. Plaintiff engaged in speech on matters of public concern including, but not limited to, Yarber's and the City Administration's abuse of a lawful procurement process.

60. Plaintiff's exercise of speech on matters of public concern was one of the motivating purposes for the Defendants' illegal actions against the Plaintiff.

61. Plaintiff's exercise of her First Amendment rights was protected conduct, and the actions of the City and Yarber, jointly and severally, were retaliatory and penal.

62. The actions of the City and Yarber, jointly and severally, constitute a willful and intentional violation of Plaintiff's First Amendment rights.

63. The actions of the City and Yarber, jointly and severally, by intentionally retaliating against Plaintiff's exercise of 1st Amendment rights, were intended to deter and chill other City employees' exercise of free speech on matters of public concern due to fear of reprisal/retaliation.

64. The acts of the City and Yarber, constitute a willful and intentional violation Title VII of the Civil Rights Act of 1964, as amended, and the 1st Amendment of the United States Constitution through 42 U.S.C. § 1983, and entitle Plaintiff to recovery of damages.

**COUNT IV – VIOLATION OF THE
STATE COMMON LAW**

65. Plaintiff incorporates the above paragraphs as though specifically set forth herein and further alleges as follows:

66. Tony Yarber and the City of Jackson terminated Plaintiff, an at-will employee, under the mistaken belief that she would not have a cause of action for the wrongful termination because of her employment at-will status.

67. In the case of McArn v. Allied-Bruce Terminix Co., Inc., 626 So. 2d 603 (1993), the Mississippi Supreme Court stated:

We are of the opinion that there should be in at least two circumstances, a narrow public policy exception to the employment at will doctrine and this should be so whether there is a written contract or not: (1) an employee who refuses to participate in an illegal act as in Laws shall not be barred by the common law rule of employment at will from bringing an action in tort for damages against his employer; (2) an employee who is discharged for reporting illegal acts of his employer to the employer or anyone else is not barred by the employment at will doctrine from bringing action in tort for damages against his employer.

68. Plaintiff has an action for damages against her employer, because she was terminated for refusing to participate in an illegal act and for reporting such illegal acts.

PRAYER FOR RELIEF

WHEREFORE PREMISES CONSIDERED, Plaintiff respectfully prays that upon hearing of this matter by a jury, the Plaintiff be granted the following relief in an amount to be determined by the jury:

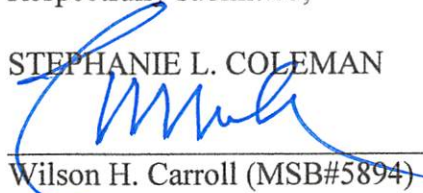
1. Back pay;
2. Compensatory damages;
3. Punitive damages;
4. Attorney's fees;
5. Costs and expenses; and
6. Any other relief to which she may be properly entitled.

THIS, the 2nd day of February 2017.

Respectfully submitted,

STEPHANIE L. COLEMAN

By:


Wilson H. Carroll (MSB#5894)
Attorney for Plaintiff

OF COUNSEL:

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